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11 TRISH HERREMANS, individually, and on behalf  
of a class of similarly situated individuals

12 UNITED STATES DISTRICT COURT  
13  
14 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

15 TRISH HERREMANS, individually, and  
16 on behalf of a class of similarly situated  
individuals,

17 Plaintiff,

18 v.

19 BMW OF NORTH AMERICA, LLC,

20 Defendant.

NO. CV14-2363 GW(PJWx)

Assigned for All Purposes to  
the Honorable George H. Wu

Date: November 28, 2016  
Time: 8:30 a.m.  
Ct: 10

21 NOTICE OF MOTION AND  
22 MOTION FOR AWARD OF  
23 ATTORNEYS FEES, COSTS, AND  
24 CLASS REPRESENTATIVE  
ENHANCEMENT;  
MEMORANDUM OF POINTS  
AND AUTHORITIES

25 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF  
26 RECORD:

27 PLEASE TAKE NOTICE THAT on November 28, 2016 at 8:30 a.m., or as  
28 soon thereafter as the matter may be heard in Courtroom 10 of the above-entitled



1 Court, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Trish  
 2 Herremans ("Plaintiff" or "Herremans") will and hereby does move this Court, for  
 3 entry of an order awarding attorneys' fees, costs, and the class representative  
 4 incentive award. Plaintiff brings this motion pursuant to Rule 23(h) of the Federal  
 5 Rules of Civil Procedure on the grounds that the parties' Settlement Agreement  
 6 authorizes the award, which is also warranted under, inter alia, the Consumers Legal  
 7 Remedies Act, Civil Code section 1780(e), and the Private Attorney General Statute,  
 8 California Code of Civil Procedure Section 1021.5.

9 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the  
 10 attached Memorandum of Points and Authorities; (3) the Declaration of Stephen M.  
 11 Harris; the Declaration of Jennifer McNulty, the declaration of Ann Haan, the  
 12 declaration of Plaintiff; (4) the [Proposed] Order Granting Final Approval of Class  
 13 Action Settlement, filed concurrently herewith; (5) the records, pleadings, and papers  
 14 filed in this action; and (6) upon such other documentary and oral evidence or  
 15 argument as may be presented to the Court at the hearing of this Motion.

16 This motion was not preceded by a meet and confer conference with defense  
 17 counsel pursuant to Local Rule 7-3 since Defendant does not oppose the motion.

18  
 19 Dated: November 7, 2016

LAW OFFICES OF STEPHEN M. HARRIS,  
 P.C.

20  
 21  
 22 By: /s/ Stephen M. Harris

23 Stephen M. Harris  
 24 Attorneys for Plaintiff  
 25 TRISH HERREMANS,  
 26 individually, and on behalf of a class  
 27 of similarly situated individuals  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Herremans brings this action on behalf of a nationwide class of current and former owners and lessees of certain Mini Cooper Vehicles, with production dates from October of 2006 through November of 2012, which were distributed by BMW of North America, LLC ("BMW"). She alleges that defects in the design, manufacture, and assembly of mechanical water pumps installed in the class vehicles resulted in the engines overheating and potential catastrophic engine failure of the Class Vehicles. Plaintiff further alleges that the water pump failure is due to the sealed two roll ball bearing system installed in the mechanical water pumps ("Water Pump Defect") (Docket No. 58-5, Fourth Amended Complaint ["FAC"] ¶¶ 4-8.)

Plaintiff and BMW settled the nationwide class claims and the court granted preliminary approval of the settlement on March 18, 2016. As part of the settlement, BMW has agreed to reimburse all class members who have, or will, incur costs in connection with repairing or replacing failed mechanical water pumps. BMW's obligations are based upon the payment and reimbursement provisions of the Agreement, more fully described below and in the Agreement attached as exhibit 1. (See, Exhibit 1 to Harris Declaration).

The settlement provides Class Members with remedies similar to what they could expect to receive if the case were successfully tried, but without the delay and risks associated with trial, and it should therefore be approved.

Plaintiff now moves for approval of her attorneys' fees and costs (in the amount of \$692,500) and for a class representative award for Plaintiff of \$2,500, which were items negotiated separately only after all other aspects of the Settlement were agreed to by the parties. The parties ultimately agreed that, subject to Court approval, Defendant would pay attorneys' fees, expenses, and costs of up to \$692,500. (See Agreement, § I, 12), § IX.)

The Court's function under Rule 23(h) is to ensure that the parties' agreement